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12 Attorneys for Defendants  
13 KNIGHT TRANSPORTATION, INC. and  
KNIGHT TRUCK AND TRAILER SALES, LLC

14 UNITED STATES DISTRICT COURT  
15  
CENTRAL DISTRICT OF CALIFORNIA

16  
17 PATRICK LACROSS, ROBERT  
18 LIRA and MATTHEW LOFTON, on  
behalf of themselves and all other  
19 similarly situated,

20 Plaintiffs,

21 v.

22 KNIGHT TRANSPORTATION, INC.,  
an Arizona Corporation; KNIGHT  
23 TRUCK and TRAILER SALES, LLC,  
an Arizona Limited Liability Company;  
24 and DOES 1 through 100, inclusive,

25 Defendants.

26 Case No.

27 **DECLARATION OF KEVIN  
QUAST IN SUPPORT OF  
DEFENDANTS KNIGHT  
TRANSPORTATION AND  
KNIGHT TRUCK AND TRAILER  
SALES' NOTICE OF REMOVAL  
OF CIVIL ACTION TO FEDERAL  
COURT**

28 [28 U.S.C. §§ 1332, 1441 & 1446]

Complaint Filed: March 3, 2014

27 **DECLARATION OF KEVIN QUAST**

28 I, Kevin Quast, do hereby declare and state as follows:

1       1. I am currently employed by Defendant Knight Transportation, Inc.  
 2 ("Knight Transportation") as its Chief Operations Officer ("COO") in Phoenix,  
 3 Arizona. As Knight Transportation owns Defendant Knight Truck and Trailer Sales,  
 4 LLC ("Knight Sales"), my responsibilities also include overseeing the operations of  
 5 Knight Sales. In this capacity, I have personal knowledge of the facts set forth in this  
 6 declaration, or I have knowledge of such facts based on my review of the business  
 7 records and files of Knight Transportation and Knight Sales (collectively,  
 8 "Defendants"). If called as a witness, I could and would testify competently to such  
 9 facts contained herein.

10      2. Knight Transportation was at the time this action was commenced in  
 11 state court, and still is, a corporation incorporated under the laws of the State of  
 12 Arizona. Knight Transportation's corporate offices and headquarters, which house the  
 13 Company's executive and administrative functions, are located in Arizona.

14      3. At the time the present action was commenced in state court, Knight  
 15 Sales was, and still is, a limited liability company organized under the laws of  
 16 Arizona. In addition, Knight Sales' principal place of business is in Phoenix, Arizona.  
 17 This is where Knight Sales has its headquarters, which houses its executive and  
 18 administrative functions.

19      4. Based on my review of records that have been maintained in the ordinary  
 20 course of business, Knight Transportation had Independent Contractor Operating  
 21 Agreements with 116 California-based contractor drivers in 2010, 135 California-  
 22 based contractor drivers in 2011, 118 California-based contractor drivers in 2012, and  
 23 188 California-based contractor drivers in 2013, which amounts to 557 California-  
 24 based contractor drivers over the last four years. Approximately 80% of these  
 25 independent contractors purchased and/or leased their tractors through Knight Sales,  
 26 with the other 20% purchasing and/or leasing their tractors from companies that are  
 27 not affiliated with either Knight Sales or Knight Transportation. Based on my  
 28 knowledge of the trucking industry as COO of Knight Sales, and those who compete

1 with Knight Sales, I would estimate that the contractor drivers who purchased and/or  
 2 leased their equipment through companies other than Knight Sales did so on terms  
 3 that are approximately the same as Knight Sales' terms.

4       5. Based on Knight Sales' records of the three Plaintiffs, maintained in the  
 5 normal course of business, Plaintiff Patrick LaCross had the following weekly  
 6 payments in connection with the lease/purchase of his tractor: (1) \$375 for the lease;  
 7 (2) \$52 for physical damage insurance; (3) \$37 for occupational accident insurance;  
 8 and (4) \$9 for bobtail insurance (when tractor is not hauling goods), amounting to  
 9 weekly payments of \$473. Based on the same records, Plaintiff Robert Lira had the  
 10 following weekly payments in connection with the lease/purchase of his tractor: (1)  
 11 \$330 for the lease; (2) \$34 for physical damage insurance; (3) \$37 for occupational  
 12 accident insurance; and (4) \$9 for bobtail insurance, amounting to weekly payments of  
 13 \$410. Similarly, the same records show that Plaintiff Matthew Lofton had the  
 14 following weekly payments in connection with the lease/purchase of his tractor: (1)  
 15 \$360 for the lease; (2) \$60 for physical damage insurance; (3) \$37 for occupational  
 16 accident insurance; and (4) \$9 for bobtail insurance, amounting to weekly payments of  
 17 \$466. Taking the average of the three Plaintiffs, they paid approximately \$450 per  
 18 week for lease-related costs.

19       6. Every week an independent contractor working for Knight Transportation  
 20 receives a "settlement" sheet that details how much the contractor is being paid, and  
 21 what expenses are being deducted, which records are also maintained in the normal  
 22 course of business. I have reviewed the settlement records of the three Plaintiffs,  
 23 which show: Plaintiff LaCross paid a total of \$23,585 for fuel over a period of 18  
 24 weeks, or \$1,310 a week; Plaintiff Lira paid a total of \$40,856 for fuel over a period of  
 25 58 weeks, or \$704 a week; Plaintiff Lofton paid a total of \$106,385 for fuel over a  
 26 period of 76 weeks, or \$1,400 a week. Thus, on average, Plaintiffs paid \$1,138 per  
 27 week for fuel when they worked as independent contractors for Knight Transportation.

28       Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury, under

1 week for fuel when they worked as independent contractors for Knight Transportation.

2 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury, under  
3 the laws of the United States, that the foregoing is true and correct, and that this  
4 declaration was executed on April 17, 2014, at Phoenix, Arizona.

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6   
7 KEVIN QUAST

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